

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of Applicability

1. These general terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel to customers in this context (Hotel Accommodation Contract).
2. The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party or used for other than for lodging purposes, whereby § 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed to.

II. Conclusion of Contract, Parties, Statute of Limitations

1. The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
2. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep available the rooms reserved by the customer and to render agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.
3. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. However, as for contracts concluded with consumers, this applies only if the period between the conclusion and fulfilment of the contract exceeds 4 months.
4. If the customer subsequently requests for a reduction in number of reserved rooms, in services of the hotel or in length of stay, the hotel may depend its consent on an increase in prices for rooms or services.
5. Hotel invoices not stating a due date are payable without deduction and due in full within ten days of receipt of invoice. The hotel can demand immediate payment of due debt from the customer. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in written form in the contract.

7. The customer may only set-off, reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

IV. Withdrawal of the Customer (Cancellation, Annulment) / Failure to Use Hotel Services (No Show)

1. The customer can only withdraw from the contract concluded with the hotel if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives it explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
2. Insofar as the hotel and customer have agreed upon a date for a cost-free cancellation of the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.
3. The hotel is entitled to the contractually agreed rate even if the rooms are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. If the rooms are not rented otherwise, the hotel can demand the contractually agreed rate and assess a lump sum amount for the saved hotel expenses. In this case the customer is obligated to pay at least 90 percent of the contractually agreed rate for lodging with or without breakfast as well as all-inclusive arrangements with contracted services, 70 percent for half-board, and 60 percent for full-board arrangements. The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum.

V. Withdrawal of the Hotel

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.
2. If an agreed advance payment or an advance payment or a security demanded pursuant to Item III, Nr. 6 *supra* is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
3. Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
 - force majeure or other circumstances for which the hotel's control render the fulfilment of the contract impossible;
 - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or the solvency of the customer or the purpose of his stay can constitute essential facts;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - the purpose or the cause of the stay is illegal;
 - there is a breach of the Item I, Nr. 2 *supra*.
4. The justified withdrawal by the hotel constitutes no claims for damages for the customer.

VI. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 percent of the full accommodation rate (rack rate) for the additional use of the room until 6:00 p.m., after 6:00

p.m.: 90 percent. Contractual claims by the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of rooms.

VII. Liability of the Hotel

1. The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently under this item VII. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.
2. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the hotel or room safe. If the guest wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3,500 EUR, a separate safekeeping agreement is necessary. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction or damage (§ 703 German Civil Code). For more extensive liability of the hotel, Item VII, Nr. 1, sentences 1 to 4 shall apply.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof only pursuant to the preceding Item VII, Nr. 1, sentences 1 to 4.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability according to preceding Item VII, Nr. 1, sentences 1 to 4.

VIII. Final Provisions

1. Amendments and supplements to the contract, the acceptance of offers, or these General Terms and Conditions for Hotel Accommodation should be made in written form. Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfils the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.